

Fortieth To see if the Town will vote to raise and assess or transfer from available funds and appropriate a sum of money to be expended by the Board of Water Commissioners for the purpose of having a Hydraulics Study made of the Topsfield Water system, or take any action relative thereto.

The Finance Committee recommended and the Town voted no action be taken.

Forty-First To see if the Town will vote to raise and assess or transfer from available funds and appropriate a sum of money to be expended by the Board of Water Commissioners for the purpose of rehabilitation work to existing North Street Well Field, or take any action relative thereto.

The Finance Committee recommended and the Town voted to transfer from surplus revenue and appropriate the sum of \$17,000 for the reconditioning of the Well Field pumping equipment and wells at the North Street well field.

Forty-Second To see if the Town will accept liability, under Massachusetts General Laws, Chapter 32, Sect. 85H and Chapter 41, Sect. 100, with regard to bodily injury, disability retirement, disability and death and dismemberment of call firefighters occurring as the result of, in conjunction with and arising out of employment by the Town in such a capacity, for all reasonable medical and hospital expenses, weekly wage benefits and death benefits under the following conditions and in accordance with the following schedule:

1. Disability Retirement The Town shall retire from active service any call fire fighter who becomes permanently disabled, mentally or physically, by injuries or illness sustained in the performance of his duty as such fire fighter. A person so retired shall receive an annual pension equal to two-thirds of the annual rate of compensation of a first year permanent patrolman of the Town, said sum to be paid weekly.
2. Total Disability When such injuries or illness shall result in the continuous inability of the call fire fighter to perform the usual duties of his regular occupation at the time such injury or illness was incurred, he shall receive from the Town for a period of such disability, a weekly wage equal to the Town wage of a first year permanent patrolman of the Town, and if such disability continued to age 65 years of said call fire fighter, he shall be paid a weekly wage of a sum equal to two-thirds of the Town wage of a first year permanent patrolman, said sum to be paid weekly.
3. Partial Disability When such injury or illness shall result in the continuous inability of the call fire fighter to perform one or more important daily duties pertaining to this regular occupation, he shall be paid by the Town during the continuance of such partial disability, up to the age of 65, the difference between wages for which the Town would

be liable under Total Disability and the lesser wages actually earned during such period, said sum to be paid weekly.

4. Death When such injury or illness results in death to the call fire fighter, the Town or its insurer will pay to his beneficiary the principal sum of fifty thousand (\$50,000) dollars.
5. Dismemberment When such injury or illness results in dismemberment to the call fire fighter, the Town or its insurer will pay to or on behalf of th said call fire fighter an amount consistent with the Workmens Compensation Laws of the Commonwealth of Massachusetts, or an amount in accordance with policies of insurance which may be purchased by the Town, whichever is greater.
6. Medical and Surgical Benefits. The Town shall indemnify such call fire fighter for all resonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for chiropody incurred as the natural and proximate result of an accident, illness or disability occurring as a result of the call fire fighter acting in such capacity in the performance of such duty.
7. Assignments of other benefits Total and partial disability wage benefits and medical and surgical benefits paid hereunder, shall be paid upon the condition that prior to his receiving such wage or medical and surgical benefits, the injured call fire fighter shall have executed all necessary documents assigning to the Town, only to the extent the Town is liable under paragraphs (1), (2), (3) and (6) above, any similar medical or surgical and wage continuance or sick leave benefits actually received from his regular employer.

It being understood that nothing herein contained shall prevent the Town from purchasing insurance to indemnify any portion of such liability.

The course of employment herein covered shall include going to and returning from fires or other Town emergencies, participating in approved drills, parades, tests or trials of any equipment customarily used by the Town, or any other regularly approved supervised or unsupervised activity of the Town call fire fighters.

The Finance Committee recommended and the Town voted to accept liability under general laws, Chapter 32, Section 85H and Chapter 41, Section 100, as set forth above.

A TRUE COPY

ATTEST: *Mary E. Willis*

TOWN CLERK
TOPSFIELD MA 01983